Detroit Newspaper Agency d/b/a Detroit Newspapers;[1] The Detroit News, Inc. and The Detroit Free Press, Inc. *and* Detroit Mailers Union No. 2040, International Brotherhood of Teamsters, AFL–CIO; Detroit Typographical Union No. 18, Communications Workers of America, AFL–CIO; GCIU Local Union No. 13N, Graphic Communications International Union, AFL–CIO; GCIU, Local Union No. 289, Graphic Communications International Union, AFL–CIO; Newspaper Guild of Detroit Local 22 *and* The Newspaper Guild, AFL–CIO; Teamsters Local No. 372, International Brotherhood of Teamsters, AFL–CIO *and* International Brotherhood of Electrical Workers, Local Union No. 58, AFL–CIO. Cases 7–CA–39522 and 7–CA–39595

August 27, 1998

DECISION AND ORDER

BY CHAIRMAN GOULD AND MEMBERS LIEBMAN AND HURTGEN

On November 7, 1997, Administrative Law Judge William G. Kocol issued the attached decision. The Respondents filed exceptions, a supporting brief, and a reply and cross-answering brief; the General Counsel filed a cross-exception and an answering brief; and the Charging Parties in each case filed an answering brief.

The National Labor Relations Board has delegated its authority in this proceeding to a three-member panel.

The Board has considered the decision and the record in light of the exceptions and briefs and has decided to affirm the judge's rulings,[2] findings,[3] and conclusions and to adopt the recommended Order.

ORDER

The National Labor Relations Board adopts the recommended Order of the administrative law judge and orders that the Respondents, Detroit Newspapers, f/k/a Detroit Newspaper Agency, The Detroit News, Inc. and The Detroit Free Press, Inc., Detroit, Michigan; their officers, agents, successors, and assigns, shall take the action set forth in the Order.

[1] We change the caption from "Detroit Newspapers, f/k/a Detroit Newspapers Agency," pursuant to the posthearing contentions of the Respondents and General Counsel.

[2] The judge noted that, in deciding this case, he considered his "observation of the demeanor of the witnesses." Because no witnesses testified at this proceeding, we do not rely on this statement.

[3] In finding that the striking employees here were either unfair labor practice strikers or in sympathy with such strikers, the judge relied upon the decision of Administrative Law Judge Thomas R. Wilks, in a case then pending before us, for the finding that the strike at issue was an unfair labor practice strike. The judge here recognized that the Board's review of Judge Wilks' decision would be the final administrative determination of this issue, and that a decision in the present case would be contingent on the Board's decision in the earlier case. See *Columbia Portland Cement Co.*, 303 NLRB 880, 882 (1991), enfd. 979 F.2d 460 (6th Cir. 1992) (Board relied on its prior determination that strike was an unfair labor practice strike). Since then, for the reasons set forth in *Detroit Newspapers*, 326 NLRB No. 64 (1998), we have affirmed Judge Wilks' finding that the strike in question was an unfair labor strike. Consequently, we review the judge's findings here in light of that action.

Linda Rabin Hammell, Esq., for the General Counsel.

Robert A. Vercruysse, Esq. (Vercruysse, Metz & Murray), of Birmingham Farms, Michigan, for Respondents DNA and Detroit News.

Jeremy P. Sherman and *Kristin Michaels, Esqs. (Seyfarth, Shaw, Fairweather & Geraldson),* of Chicago, Illinois, for Respondent Free Press.

Samuel McKnight, Esq. (Klimist, Mcknight, Sale, McClow & (Canzano, P.C.), of Southfield, Michigan, for the Charging Party Unions.

John G. Adam, Esq. (Martens, Ice, Geary, Klass, Legghio, Israel & Gorchow, P.C.), of Southfield, Michigan, for the Charging Party Local 58.

DECISION

STATEMENT OF THE CASE

WILLIAM G. KOCOL Administrative Law Judge. This case was tried in Detroit, Michigan, on September 8, 1997. The charges in Cases 7–CA–39522 and 7–CA–39595 were filed February 24 and March 12, 1997, respectively, complaints issued on April 3 and 18, 1997, respectively, and amended complaints (the complaints) issued on July 2 and May 2, 1997, respectively. The complaints allege that Detroit Newspapers f/k/a Detroit Newspaper Agency (Respondent Detroit Newspapers),[1] The Detroit News, Inc. (Respondent News), and The Detroit Free Press, Incorporated (Respondent Free Press) (collectively Respondents) violated Section 8(a)(3) and (1) of the Act by failing to reinstate striking employees represented by the Unions identified in the caption of this case to their former positions with Respondents. Respondents filed timely answers which denied the substantive allegations of the complaints and raised a number of affirmative defenses.

On the entire record, including my observation of the demeanor of the witnesses, and after considering the briefs filed by the General Counsel,[2] Respondents, Local Union No. 58, International Brotherhood of Electrical Workers, AFL–CIO, (Local 58), and the remaining Unions listed in the caption of this case (the Unions), I make the following

FINDINGS OF FACT

I. JURISDICTION

The Respondent, Detroit Newspapers, is organized as a joint operating agreement partnership pursuant to the Federal Newspaper Preservation Act and under Michigan law. Respondent News, a subsidiary of Gannett Newspapers, Inc., and Respondent Free Press, a subsidiary of Knight-Ridder Newspaper, Inc., are, and have been at all times material copartners doing business for the purposes described below under the trade name and

[1] Respondents assert that Respondent Detroit Newspapers is misnamed and that it is correctly named "Detroit Newspaper Agency d/b/a Detroit Newspapers." However, no evidence was submitted to establish this assertion, and the General Counsel has not moved to amend the pleadings to accept this representation.

[2] The General Counsel's unopposed motion to correct transcript is granted; that motion is received in evidence as ALJ Exh. 1.

style of Detroit Newspapers. At all material times Respondent Detroit Newspapers has an office and place of business at 615 West Lafayette, Detroit, Michigan, and had been engaged in the publishing and circulation operations of all nonnews and noneditorial departments of Respondent News and Respondent Free Press as a unified business enterprise, as agents for and for the benefit of both newspapers, and is responsible for selling advertising, printing, and distribution of the two newspapers. Respondent Detroit Newspapers, in the course and conduct of its business operations described above, annually derives gross revenues in excess of $500,000, and purchases and receives at its facilities in the State of Michigan newsprint and other goods and materials valued in excess of $50,000 directly from points outside the State of Michigan.

Respondent News, a corporation, has been engaged in the operation of the news and editorial departments of a daily newspaper at its facility located at 615 Lafayette, Detroit, Michigan, where it annually derives gross revenues in excess of $200,000 and held membership in and/or subscribed to various interstate news services and published various nationally syndicated features and advertised various nationally sold products.

Respondent Free Press, a corporation, has been engaged in the operation of the news and editorial departments of a daily newspaper at its facility located at 321 Lafayette, Detroit, Michigan, where it annually derives gross revenues in excess of $200,000 and held membership in and/or subscribed to various interstate news services and published various nationally syndicated features and advertised various nationally sold products.

It is admitted, and I find, that Respondents are each employers engaged in commerce within the meaning of Section 2(2), (6), and (7) of the Act.

It is admitted, and I find, that Local 58 and each of the Unions are labor organizations within the meaning of Section 2(5) of the Act.

II. ALLEGED UNFAIR LABOR PRACTICES

A. The Strike

On July 13, 1995, employees of Respondents represented by the Unions engaged in a strike after Respondents and the Unions were unable to reach agreement on successor collective-bargaining agreements; over 2000 employees participated in the strike. On November 6, 1995, certain employees represented by Local 58 joined the strike in sympathy.[3]

On June 19, 1997, Administrative Law Judge Thomas R. Wilks issued a decision w he found that Respondents had committed certain unfair labor practices. Important to this case, Judge Wilks concluded that the strike that commenced on July 13, 1995, was an unfair labor practice strike. Judge Wilks ordered Respondents to reinstate all unfair labor practice strikers to their former positions, upon their unconditional offer to return to work, displacing, if necessary, any replacements employees hired during the strike. Respondents filed exceptions to that decision, and the matter is now pending before the Board.[4]

This case deals with the issues of whether there has been an unconditional offer by the striking employees to return to work, and if so, whether Respondents have offered reinstatement to those employees in a manner consistent with their status as unfair labor practice strikers.

B. The Offers to Return to Work and Respondents' Response

By letters dated February 13 through 17, 1997,[5] the Unions individually advised Respondents that the striking employees that they represented were making an unconditional offer to return to work.[6] In their answer, Respondent Detroit Newspapers and Respondent News admitted that the offers described above were unconditional; Respondent Free Press contended in its answer that these offers were not unconditional. However, at the hearing Respondent Free Press withdrew that contention and was no longer seeking to show that the offers were not unconditional.

By letter dated February 21, Local 58 advised Respondent Detroit Newspapers of the names of seven employees who wished to return to work;[7] 6 days later Local 58 revised that list.[8] On March 10, Local 58 again revised the list of employees who had joined the strike but desired to return to work.[9] Respondent Detroit Newspapers thereafter acknowledged in letters to the Local 58 that it understood that these offers were unconditional.

Respondents responded to the offers to return to work by treating the returning strikers as economic strikers; they developed a preferential hiring list for returning the strikers to work. Respondents did not discharge employees who were hired as replacements during the strike. None of the striking employees who had offered to return to work were offered reinstatement by Respondents within 5 days.[10]

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[3] Those employees are John Gutzman, Phillip Oliver, David Anderson, Robert Sossi, Michael Moran, Andre Viger, Girard Goodreau, and Lorna Whitfield. At the time these employees joined the strike they were covered by a collective-bargaining agreement containing a no-strike clause as follows: "There shall be no stoppage of work, either by strike or lockouts, because of any proposed change in this Agreement, or dispute over matters relating to this Agreement. All such matters must be handled as stated herein." This language clearly does not waive the employees' right to engage in sympathy strikes, since by definition such strikes would not relate to matters covered by the that agreement. This interpretation is strengthened by the fact that in negotiations for this contract, Respondent Detroit Newspaper proposed a specific waiver of the right to engage in sympathy strikes, but it was unsuccessful in obtaining that langauge. See *Indianapolis Power Co.,* 291 NLRB 1039 (1988), enfd. 898 F.2d 524 (7th Cir. 1990). In any event no one contends that there has been a waiver of the right to engage in a sympathy strike by Local 58 on behalf of the employees it represents.

[4] As the General Counsel concedes, a finding of a violation in this case is contingent on the Board's affirmation of Judge Wilks' finding that the strike commencing July 13, 1995, was an unfair labor practice strike. If the Board reverses that finding, then this case should be dismissed, and I so find. However, in the event that the Board affirms that critical finding, I shall procede to resolve the issues in this case.

[5] All dates hereinafter refer to 1997 unless specifically indicated otherwise.

[6] Specifically, Local 2040 and Local 372's letters are dated February 13; Local 289 and Local 18's letters are dated February 14; Local 13N's letter is dated February 15; and Local 22's letter is dated February 17.

[7] Those employees are William Bilot, Girard Goodreau, David Migdal, Michael Moran, Phillip Oliver, Robert Sossi, and Andre Viger.

[8] Local 58 added the name of employee David Anderson and deleted the name of David Migdal.

[9] The employees on this revised list are the same as those identified in fn. 3.

[10] There is evidence that certain employees were made allegedly valid offers of reinstatement at times thereafter, but I conclude that these alleged offers of reinstatement were made pursuant to a preferen-

C. Analysis

Well-established standards apply to the resolution of this case. A continuation of the strike does not negate an otherwise unconditional offer to return to work, where the strike continues by virtue of the employer's failure to properly reinstate the striking employees. *Hawaii Meat Co.,* 139 NLRB 966, 971 (1962). Unfair labor practice strikers are entitled to reinstatement upon their unconditional offer to return to work, displacing, if necessary, any replacements hired during the strike. *Mastro Plastics Corp. v. NLRB,* 350 U.S. 270 (1956). An employer violates Section 8(a)(3) and (1) of the Act by failing to offer reinstatement to unfair labor practice strikers who have made an unconditional offer to return to work. *Cal Spas*, 322 NLRB 41 (1996). In order to permit an orderly return to work, the Board affords an employer a 5-day period in which to return the former strikers to work without incurring a backpay obligation. However, where that 5-day period is ignored, then backpay obligations begin from the date of the unconditional offer to return to work. *La Corte ECM, Inc.,* 322 NLRB 137 (1996). Employees who strike in sympathy with unfair labor practice strikers assume the same status as the unfair labor practice strikers. *Pilot Freight Carriers, Inc.,* 224 NLRB 341, 342 (1976).

Applying these principles, I conclude that there was a unconditional offer made on behalf of these employees to return to work. Inasmuch as Judge Wilks has determined that the strike was an unfair labor practice strike, and if the Board affirms that finding, then Respondents were obligated to reinstate the strikers to their former positions, displacing, if necessary, replacement employees. Respondents failed to do so. By failing to reinstate the strikers, Respondents violated Section 8(a)(3) and (1) of the Act.

D. Compliance Matters

At the hearing I ruled that I would not receive evidence on what I consider to be compliance-related matters. Although I have concluded that Respondents violated the Act by failing to offer reinstatement to strikers as unfair labor practice strikers, I determined to leave for future proceedings, if necessary, the resolution of issues such as whether lawful changes in Respondents' operations preclude immediate reinstatement of all strikers, whether individual strikers engaged in conduct which would deprive them of their right to reinstatement, whether certain strikers have already returned to work or otherwise have been reinstated, and whether employees waived reinstatement by failing to respond to a proper offer of reinstatement made by Respondents. My reasons for doing so are as follows. Ordinarily, compliance matters are left for resolution after there has been court enforcement of a Board Order or an indication that a respondent will not appeal the Board's Order. I recognize that under certain circumstances compliance-related matters may be appropriately resolved along with the determination of whether an unfair labor practice has occurred. *Pease Co.,* 251 NLRB 540, 544 (1980). I have determined that such a course would not be appropriate in this case. First, no party seeks to completely litigate all compliance issues. Indeed, that would impractical, if not impossible, to do so at this point, since Respondents have not begun the process of displacing the replacement employees.

Nonetheless, the parties urge that I resolve certain compliance-related issues. For example, as noted above, offers of employment were sent to certain employees represented by Local 58. The General Counsel and Local 58 argue that the offers were inadequate in that they did not allow the employees sufficient time to respond; they make related arguments concerning the alleged response of the strikers to Respondent Detroit Newspapers failure to reinstate them as unfair labor practice strikers. Respondents argue in turn that their conduct was appropriate and that this affects the employees right to reinstatement and backpay. Under the circumstances of this case, I believe that all compliance-related issues should be left for resolution at the compliance stage of these proceedings. As noted above, the Board has not yet issued a final decision in Judge Wilks' case; thus, these compliance matters may be entirely unnecessary. Moreover, there is almost certain to be an overlap between compliance issues raised concerning the employees represented by Local 58 and the other returning strikers; under these circumstances it is more appropriate to view the totality of circumstances. Finally, I consider the delay that litigation of these matters would have on the disposition of the more central issues of this case. Accordingly, I once again decline the invitation to resolve those issues; they can be presented and resolved in a future proceeding, if necessary.

E. Respondents' Defenses

Respondents assert a number of defenses to the allegations in the complaint. They argue that because Judge Wilks' decision has not yet been ruled upon by the Board, it was inappropriate to proceed with this case. Respondents also make a related argument that under these circumstances the General Counsel failed to prove his case by failing to show that the July 13, 1995 strike was an unfair labor practice strike. They also argue that they were deprived of due process when I ruled at the hearing that no party would be permitted to relitigate that issue in this case. First, I shall discuss the effect Judge Wilks' decision has in this case, and then I shall discuss the propriety of the General Counsel's decision to litigate this case at this time.

To be sure, Respondents are correct that Judge Wilks' decision is not final until it is adopted by the Board. However, it does not follow that this case may not be litigated until the Board issues its decision in that case. Respondents' arguments boil down to the fact that since Judge Wilks' decision is not yet final, it is not yet appropriate to apply res judicata and collateral estoppel. This argument misses the point, because I recognize in this decision that Judge Wilks' decision is not binding on me; and it is the Board's decision in that case that will be binding. Indeed, I have explicitly indicated above that if the Board reverses Judge Wilks on the critical finding concerning the nature of the strike, then this case should be dismissed. In the alternative, if that finding is upheld *by the Board*, then my other findings become operative. Thus, it is clear that it is the Board's decision, which will be a *final* administrative decision, that will decide the nature of the strike in this case. Thus, the notions of res judicata and collateral estoppel will fully apply and the Board's finding concerning the nature of the strike will be binding on Respondents (and the General Counsel) and they will be precluded from relitigating it.[11] Thus, contrary to Respondents' assertions, I am not independently deciding in this

tial hiring list consistent with Respondents' position that the returning strikers were economic strikers and not unfair labor practice strikers.

[11] The other necessary elements—common issues and common parties—are obviously present in this case. *Phoenix Newspapers, Inc.,* 294 NLRB 47, 78 (1989).

case the nature of the July, 13, 1995 strike; I am only deciding that the Board will decide that issue in the prior case and that finding will be binding and will serve as a predicate for deciding the issues raised in this case.

The cases show that in similar circumstances on occasion administrative law judges have chosen to operate under the assumption that a pending decision may be upheld by the Board. *Markle Mfg. Co.*, 239 NLRB 1142, 1147 (1979), mod. on other grounds 623 F.2d 1122 (5th Cir. 1980); *Iron Workers Local 103,* 195 NLRB 980, 983–984 (1972), enfd. 81 LRRM 2705 (7th Cir. 1972). On other occasions the administrative law judge has determined that such an assumption would be improper. *Superior Container, Inc.,* 276 NLRB 532, 533 (1985); *Associated Milk Producers,* 259 NLRB 1033,1038 fn. 3 (1982); *Hospitality Motor Inn, Inc.,* 250 NLRB 1189, 1193 (1980). Interestingly, under either approach, the result is the same; the Board decides the issue in the original case and determines what impact it has in the subsequent case. *Kings Terrace Nursing Home,* 229 NLRB 1180, 1180 fn. 1 (1977); *American Thread Co.,* 270 NLRB 526, 526 fn .2 (1982). The Board does the same thing in any number of circumstances. *Columbia Portland Cement Co.,* 303 NLRB 880, 882 (1991), enfd. 979 F.2d 460 (6th Cir. 1992); *State Bank of India,* 273 NLRB 267 (1984), enfd. 808 F.2d 526 (7th Cir. 1986).

What the Board has *not* said is that it inappropriate for the General Counsel to proceed in litigating cases in this fashion. This brings us to the issue of whether it was appropriate for the General Counsel to prosecute this case before the Board had finally decided the issue of the nature of the strike. The General Counsel points out that to await the final determination of Judge Wilks' case would unduly delay the final resolution of the issues raised in this case. Prompt final resolution of labor disputes, especially cases such as this one which have significant consequences, is an important policy consideration. Moreover, the Board has recognized that the General Counsel has been entrusted by Congress with broad discretion in exercising his duties under the Act. Of course, that exercise of discretion may not be arbitrary or prejudicial to a litigant. Here, however, Respondents are unable to point to specific harm that they have suffered by the litigation of this case; the repeated invocation of "denial of due process" is insufficient. In sum, I conclude that Respondents' arguments on this matter are without merit.

Respondents also argue that it is inappropriate to proceed to litigate this case because it is merely duplicative of matters covered by Judge Wilks' decision. However, this case differs from the earlier case in several significant respects. First, in this case the General Counsel alleges that Respondents' failure to reinstate returning strikers constitutes an independent violation of the Act which warrants remedial relief; this issue was not before Judge Wilks. Also, contrary to Respondents' assertion in their brief, Judge Wilks did not order backpay for strikers who were not reinstated; this is a specific remedy sought by the General Counsel in this case. Finally, the General Counsel argues that in light of the additional unfair labor practices committed by Respondents in this case, a broad cease-and-desist order is necessary. These differences clearly distinguish this case from the earlier case and compel the rejection of Respondents' arguments.

Respondents also argue that Rule 201 of the Federal Rules of Evidence prohibits me from taking notice of the nature of the July, 13, 1995 strike. I agree; use of Rule 201 to do that in this case would be inappropriate. However, this argument again misses the point; as described above, I have not relied on Rule 201 in any respect.

Finally, Respondents argue that these case were improperly consolidated and that I erred when I denied a motion to sever. However, in light of the obvious commonality of issues and parties stemming from the history of this case, consolidation is clearly proper. Respondents' references to the General Counsel's internal casehandling manual do not dictate a different result. First, that manual is not binding on the Board in determining when consolidation is appropriate. In any event, that manual does not prohibit consolidation under these circumstances, it merely fails to list these circumstances as one where consolidation may be required.

CONCLUSIONS OF LAW

1. Respondents are each employers engaged in commerce within the meaning of Section 2(2), (6), and (7) of the Act.
2. Local 58 and the Unions are each labor organizations within the meaning of Section 2(5) of the Act.
3. By failing to offer immediate reinstatement to employees who joined in the strike that commenced July 13, 1995, and who thereafter made an unconditional offer to return to work, the Respondents have engaged in unfair labor practices affecting commerce within the meaning of Section 8(a)(3) and (1) and Section 2(6) and (7) of the Act.

REMEDY

Having found that the Respondents have engaged in certain unfair labor practices, I find that they must be ordered to cease and desist and to take certain affirmative action designed to effectuate the policies of the Act. As to all employees who joined in the strike that commenced July 13, 1995, and for whom an unconditional offer to return to work was made, I shall order Respondents to offer them immediate and full reinstatement to their former jobs or, if those jobs no longer exist, to substantially equivalent positions, without prejudice to their seniority or any other rights or privileges previously enjoyed, discharging, if necessary, any replacements, and make them whole for any loss of earnings and other benefits, computed on a quarterly basis from the date of their unconditional offer to return to work to the date of proper offers of reinstatement, less any net interim earnings, as prescribed in *F. W. Woolworth Co*., 90 NLRB 289 (1950), plus interest as computed in *New Horizons for the Retarded*, 283 NLRB 1173 (1987).

The General Counsel, in the complaints, requests that a broad cease-and-desist order issue in this case; that argument is not repeated in his brief. A broad order is appropriate when an employer or union has shown a proclivity to violate the Act or where it is shown that they have engaged in pattern of conduct demonstrating a widespread and general disregard for employees' Section 7 rights. *Hickmott Foods,* 242 NLRB 1357 (1979). Here, the record shows that the core of Judge Wilks' decision was that Respondents violated Section 8(a)(5) and (1) of the Act by failing to bargain in good faith; he concluded that the unfair labor practices caused the strike. I have concluded that Respondents violated Section 8(a)(3) and (1) of the Act by failing to properly reinstate unfair labor practice strikers. Although these unfair labor practices are serious and have serious consequences, they stem from a single course of conduct taken by Respondents and do not show either a proclivity to violate the Act or a widespread and general disregard for Section 7

rights. Accordingly, a narrow cease-and-desist order is appropriate in this case.

On these findings of fact and conclusions of law and on the entire record, I issue the following recommended[12]

ORDER

The Respondents, Detroit Newspapers, f/k/a Detroit Newspaper Agency, The Detroit News, Inc. and The Detroit Free Press, Inc., Detroit, Michigan; their officers, agents, successors, and assigns, shall

1. Cease and desist from

(a) Failing to offer to those employees who joined the strike that commenced July 13, 1995, and for whom unconditional offers to return to work were made, immediate and full reinstatement to their former jobs or, if those jobs no longer exist, to substantially equivalent positions, without prejudice to their seniority or any other rights or privileges previously enjoyed, discharging, if necessary, any replacements.

(b) In any like or related manner interfering with, restraining, or coercing employees in the exercise of the rights guaranteed them by Section 7 of the Act.

2. Take the following affirmative action necessary to effectuate the policies of the Act.

(a) Within 14 days from the date of this Order, offer to those employees who joined the strike that commenced July 13, 1995, and for whom unconditional offers to return to work were made, immediate and full reinstatement to their former jobs or, if those jobs no longer exist, to substantially equivalent positions, without prejudice to their seniority or any other rights or privileges previously enjoyed, discharging, if necessary, any replacements.

(b) Make the employees described above in paragraph 2(a) whole for any loss of earnings and other benefits suffered as a result of the discrimination against them, in the manner set forth in the remedy section of the decision.

(c) Preserve and, within 14 days of a request, make available to the Board or its agents for examination and copying, all payroll records, social security payment records, timecards, personnel records and reports, and all other records necessary to analyze the amount of backpay due under the terms of this Order.

(d) Within 14 days after service by the Region, post at their facilities in Detroit, Michigan, copies of the attached notice marked "Appendix."[13] Copies of the notice, on forms provided by the Regional Director for Region 7, after being signed by the Respondents' authorized representative, shall be posted by Respondents immediately upon receipt and maintained for 60 consecutive days in conspicuous places including all places where notices to employees are customarily posted. Reasonable steps shall be taken by Respondents to ensure that the notices are not altered, defaced, or covered by any other material. In the event that, during the pendency of these proceedings, Respondents has gone out of business or closed the facility involved in these proceedings, Respondents shall duplicate and mail, at its own expense, a copy of the notice to all current employees and former employees employed by Respondents at any time since February 24, 1997.

(e) Within 21 days after service by the Region, file with the Regional Director a sworn certification of a responsible official on a form provided by the Region attesting to the steps that Respondents has taken to comply.

APPENDIX

NOTICE TO EMPLOYEES
POSTED BY ORDER OF THE
NATIONAL LABOR RELATIONS BOARD
An Agency of the United States Government

The National Labor Relations Board has found that we violated the National Labor Relations Act and has ordered us to post and abide by this notice.

Section 7 of the Act gives employees these rights.

To organize
To form, join, or assist any union
To bargain collectively through representatives of their own choice
To act together for other mutual aid or protection
To choose not to engage in any of these protected concerted activities.

WE WILL NOT fail to offer to those employees who joined the strike that commenced July 13, 1995, and for whom unconditional offers to return to work were made, immediate and full reinstatement to their former jobs or, if those jobs no longer exist, to substantially equivalent positions, without prejudice to their seniority or any other rights or privileges previously enjoyed, discharging, if necessary, any replacements.

WE WILL NOT in any like or related manner interfere with, restrain, or coerce you in the exercise of the rights guaranteed you by Section 7 of the Act.

WE WILL within 14 days from the date of this Order, offer to those employees who joined the strike that commenced July 13, 1995, and for whom unconditional offers to return to work were made, immediate and full reinstatement to their former jobs or, if those jobs no longer exist, to substantially equivalent positions, without prejudice to their seniority or any other rights or privileges previously enjoyed, discharging, if necessary, any replacements.

WE WILL make those employees whole for any loss of earnings and other benefits suffered as a result of the discrimination against them, in the manner set forth in the remedy section of the decision.

DETROIT NEWSPAPERS, F/K/A DETROIT NEWSPAPER AGENCY, THE DETROIT NEWS, INC. AND THE DETROIT FREE PRESS, INC.

[12] If no exceptions are filed as provided by Sec. 102.46 of the Board's Rules and Regulations, the findings, conclusions, and recommended Order shall, as provided in Sec. 102.48 of the Rules, be adopted by the Board and all objections to them shall be deemed waived for all purposes.

[13] If this Order is enforced by a Judgment of the United States Court of Appeals, the words in the notice reading "Posted by Order of the National Labor Relations Board" shall read "Posted Pursuant to a Judgment of the United States Court of Appeals Enforcing an Order of the National Labor Relations Board."